



## Request for Proposal

**RFP-11-27**

### Employment Lands Study – Phase II

**Date Issued: August 25, 2011**

SEALED Proposals, ONE (1) original plus THREE (3) copies, clearly marked as to contents, will be received by Purchasing Services, no later than 2:00 p.m. local time, on the **Closing Date: September 13, 2011**

**Deliver to:**

**The Corporation of the City of Burlington  
\*390 Brant Street, 3<sup>rd</sup> Floor – Sims Square  
Finance Department – Purchasing Reception Counter  
Burlington, ON L7R 4J4**

*\*Located one block south of City Hall on the S.W. corner of Brant and Elgin Street.*

*\* Not intended as a mailing address.*

*\*Canada Post does not deliver to the Purchasing Reception Counter.*

**TABLE OF CONTENTS**

**CONTACTS .....3**

**PROPOSAL SUBMISSION .....3**

*Pricing..... 4*

*Travel and Disbursement Expenses..... 4*

*Declaration of Conflict of Interest..... 4*

*Litigation Clause..... 4*

*Eligibility ..... 4*

*Electronic Documents Supplied By the City of Burlington..... 4*

*Submission Copies..... 4*

*Ontario Harmonized Sales Tax, (O.H.S.T.)..... 5*

*Accessibility for Ontarians with Disabilities Act (AODA) Requirements:..... 5*

**NOTICE OF NO BID .....6**

**PROPOSAL AUTHORIZATION FORM .....7**

*Closing Date: September 13, 2011 ..... 7*

*Acknowledgement of Addendum (If any) ..... 7*

*Signature of Authorized Officer..... 7*

*Leadership, Communications, and Time Factors..... 8*

*Reference Form – Similar Work..... 9*

*Pricing Summary..... 10*

*Pricing for Personnel Allocation and Fee Structure..... 11*

**TERMS OF REFERENCE ..... 12**

*Introduction and Background ..... 12*

*Qualification Requirements..... 12*

*Scope of Work..... 13*

**PROJECT SCHEDULE ..... 14**

**EVALUATION & AWARD ..... 15**

*Evaluation Criteria ..... 15*

*Interview..... 16*

*Award Process..... 16*

**PROPOSAL SUBMISSION INSTRUCTIONS / FORMAT ..... 16**

*Mandatory Pages..... 16*

*Overview of the firm..... 17*

*Detailed Work Plan..... 17*

*Relative Experience & Qualifications..... 17*

*Proposed Project Team..... 17*

*Address and Identification of Submission ..... 17*

**PROPOSAL ACCEPTANCE..... 18**

**COPYRIGHT ..... 18**

**CONSULTANTS AND UNDECLARED PRIVILEGE ..... 18**

**APPENDICES ..... 18**

**ADDENDA ..... 18**

**STANDARD TERMS AND CONDITIONS..... 19**

---

## CONTACTS

---

Any questions regarding this proposal are to be submitted in writing via email by the deadline indicated on page **only** to the following:

### Single Point of Contact

Name: Colleen Selkirk CPPB – Senior Buyer – Purchasing Services  
E-mail: [SelkirkC@burlington.ca](mailto:SelkirkC@burlington.ca) Phone 905-335-7600 Ext. 7661

All questions relating to this Request for Proposal or any clarification with respect to this RFP should be made in writing no later than 6 calendar days prior to closing date. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Proponents and will be issued as part of the RFP Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda should be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential proponents by the City of Burlington Purchasing Services in the form of an addendum.

Should a Proponent find omissions from or discrepancies in any of the RFP documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above **in writing prior to submitting a proposal**. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

Addenda will be posted on the Biddingo website at [www.biddingo.com/burlington](http://www.biddingo.com/burlington)

If a Proponent fails to report any discrepancies, errors or omissions to the Buyer as specified, Proponents will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the Proposal. Therefore, Proponents are encouraged to review the document in full before the deadline for questions indicated on page .

---

## PROPOSAL SUBMISSION

---

Sealed Proposals, ONE (1) original plus THREE (3) copies, in a clearly marked envelope and/or outer packaging, which includes the prescribed form(s) as instructed are to be delivered to 390 Brant Street, 3<sup>rd</sup> Floor, Sims Square, Purchasing Services Reception Counter, Finance Department, Burlington, Ontario, **no later than 2:00 p.m. Local Time on the closing date**.

The Proposal, must be submitted by the Proponent and time stamped by Purchasing Services at the Designated Location no later than 2:00 p.m. local time, on the specified closing date (the Closing Time). Late Proposals will not be accepted; however they will be time and date stamped and returned to the Proponent unopened.

Proposals received after the deadline, whether delivered personally, or if mailed, or courier service will be time stamped by Purchasing Services and shall result in the Proposal being rejected, regardless of postal markings. The Proposal will not be opened and returned to the Proponent. Fax or electronic (email) submissions will not be accepted.

---

### ***Pricing***

---

Pricing pages are to be completed for each section of the work indicating the number of hours and hourly rates that each individual will work in the columns provided.

Sub-consultants and third party vendors are not to be replaced without informing the City beforehand and receiving written approval to do so.

If additional services are requested in relation to this project but outside of this scope of work, the quoted hourly rates will apply.

---

### ***Travel and Disbursement Expenses***

---

Costs related to travel, meals, long distance telephone calls, courier services, printing, photocopying, postage, out of pocket expenses, etc. are to be included in the pricing quoted herein.

---

### ***Declaration of Conflict of Interest***

---

All vendors retained by the City of Burlington shall disclose to the City prior to submitting a bid and/or accepting an assignment any actual or potential conflict of interest. If Purchasing Services staff determines such a conflict of interest does exist, the City may, at its discretion, withhold the assignment from the vendor until the matter is resolved. If a significant conflict of interest is deemed to exist, then the vendor shall be ineligible for the contract or shall take such steps that are deemed necessary to remove the conflict of interest without penalty to the City.

---

### ***Litigation Clause***

---

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor.

---

### ***Eligibility***

---

Only those firms who have purchased the respective bid document (RFP), and are on the corresponding City list of document purchasers are eligible to submit a proposal.

---

### ***Electronic Documents Supplied By the City of Burlington***

---

N.B. - All of, or a part of, this bid request document may be available in an electronic format. In these cases, please note very carefully that no alteration to the document's supplied text should be made. Amendments to our supplied information, i.e. the pre-printed text, that alter the scope of work or terms of reference will result in your bid submission being non-compliant and disqualified.

---

### ***Submission Copies***

---

**Please supply ONE (1) original plus THREE (3) copies** of your submission.

- ❖ Your quotation/submission must be open to acceptance for 120 calendar days from the Closing Date of this RFP.
- ❖ The attached Standard Terms and Conditions will form a part of any subsequent contract or purchase order.
- ❖ Any party who submits a proposal is advised that further negotiations may take place with one or more of the parties.
- ❖ Any party recommended for the project may be required to enter into a written contract with the City prepared by the City Solicitor.

- ❖ If unable to submit a bid the ‘No Bid’ form can be signed and returned with an explanation.
- ❖ The City reserves the right to:
  - a) Terminate the process described in this Request for Proposal at any time, including before the closing date, for any reason whatsoever and will not be responsible for any costs incurred by vendors in the preparation and submission of their responses to this Request for Proposal.
  - b) Not to accept any proposal and is expressly permitted to reject any or all proposals.
  - c) To terminate negotiations with an RFP proponent at any time. N.B. The RFP process is designed to allow the City the option to select one or more proponents with whom it may attempt to negotiate an arrangement responsive to the City’s needs. Selection as a proponent with whom the city may negotiate does not guarantee that the City will conclude an arrangement with the proponent. The City expressly reserves the right to terminate the RFP process before a proponent is selected, to terminate negotiations with the selected proponent(s) or to determine that the City’s needs can be met, or have been met, in a different manner.

### ***Ontario Harmonized Sales Tax, (O.H.S.T.)***

---

On July 1, 2010 the 5% GST and 8% Ontario Retail Sales Tax, (ORST or “PST”) became harmonized into one tax of 13%, i.e. the Ontario Harmonized Sales Tax, (OHST or HST).

Similar in concept to the GST, this is a Value Added Tax, (VAT) that will permit businesses to receive a full credit on all tax they are charged by their suppliers. This will allow businesses to lower their prices by no longer having a portion of their prices comprised of non-refundable PST paid on the wholesale price of materials. The HST will permit recovery of this previously “embedded” PST by way of an Input Tax Credit, (ITC).

Proponents are advised to reflect this change in their pricing calculations. Unit pricing and lump sum pricing will be interpreted as reflecting the ITC advantage, i.e. lower costs, available to all proponents effective July 1, 2010. The City will not monitor this aspect of proponents’ business processes or request evidence of passing the discount along. It will be presumed to be incorporated in your pricing submission.

### ***Accessibility for Ontarians with Disabilities Act (AODA) Requirements:***

---

"Pursuant to Section 6 of Ontario Regulation 429/07 (“Regulation”), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. This training will take approximately **twenty minutes** and is available on-line at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>

The contractor, i.e. **successful bidder/ proponent** where requested by the City shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.”

If unable to submit a proposal, this No Bid Form can be signed and returned with an explanation.  
**FAX 905-335-7663**

**NOTICE OF NO BID**

City of Burlington, Purchasing Section requests a response from Proponents not submitting a bid.

Check the appropriate statement(s) indicating the reason for not bidding, or explain briefly in the space provided.

- We do not offer this product/service
- We do not manufacture/supply to this specification
- We are a subcontractor to the general Bidder/Proponent
- Insufficient time to respond
- Unable to bid competitively
- Our schedule would not allow us to perform
- We are unable to meet bonding requirements
- We are unable to meet insurance requirements
- Quantity/work too large
- Quantity/work too small
- Cannot meet delivery/completion requirements
- Other reasons/additional comments

---

---

---

---

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone/Fax

**PROPOSAL AUTHORIZATION FORM**

<b>THE CORPORATION OF THE CITY OF BURLINGTON</b>		
<p style="text-align: center;"><b>DATE ISSUED</b></p> <p style="text-align: center;">August 25, 2011</p>	<p style="text-align: center;">REQUEST FOR PROPOSAL</p> <p style="text-align: center;"><b>RFP-11-27</b></p> <p style="text-align: center;"><b>THIS IS NOT AN ORDER</b></p>	<p>Responses must be delivered by <b>2:00 P.M. (local time)</b> on the <u>Closing Date: September 13, 2011</u></p> <p><b><u>Deliver via courier or in person to the following address:</u></b></p> <p>The Corporation of the City of Burlington Finance Department-Purchasing Reception Counter * 390 Brant Street, 3<sup>rd</sup> Floor – Sims Square Burlington, ON L7R 4J4 <b>* Not intended as a mailing address.</b></p>
<p>It is the sole responsibility of each Proponent to ensure that its Bid is delivered to the correct address no later than the closing date and time. <b>*Canada Post does not deliver to the Purchasing Reception Counter.</b></p>		
<p><b>Purchasing Services Contact</b></p> <p><b>Colleen Selkirk CPPB – Senior Buyer</b></p>		<p><b>Telephone (905) 335-7600 Ext. 7661</b></p> <p><a href="mailto:SelkirkC@burlington.ca">SelkirkC@burlington.ca</a></p>

**Acknowledgement of Addendum (If any)**

Receipt of Addendum Number(s) \_\_\_\_\_ to \_\_\_\_\_ is hereby acknowledged.

**VENDOR SHALL COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH PROPOSAL SUBMISSION**

Date: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town, Province, Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Signature of Authorized Officer:**      **X** \_\_\_\_\_

(must be signed by duly authorized signatory)

**Print** Authorized Officer's Name: \_\_\_\_\_

Contact Person /Account Rep: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Payment Terms (E.G. 2%-10 Days-Net 30) \_\_\_\_\_

H.S.T. Registration Number \_\_\_\_\_

Failure to provide an original signature on this form will result in your proposal being disqualified  
Your completion of this form confirms acceptance of the City of Burlington's Standard Terms and Conditions.  
Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**Leadership, Communications, and Time Factors**

---

Will the staff referenced be assigned exclusively to this project? \_\_\_\_\_

---

---

---

What is your estimate of the time you would require to complete the assignment described?

---

---

---

How soon could you begin this consulting assignment? \_\_\_\_\_

---

---

---

Who on your staff will be the project lead? \_\_\_\_\_

---

---

---

Who on your staff will be the main contact for City staff? \_\_\_\_\_

---

---

---

What office location will you be working from? \_\_\_\_\_

---



**Reference Form – Similar Work**

---

(To be completed and submitted with proposal)

REFERENCES

1) CORPORATE NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED \_\_\_\_\_

\_\_\_\_\_

2) CORPORATE NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED \_\_\_\_\_

\_\_\_\_\_

3) CORPORATE NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED \_\_\_\_\_

\_\_\_\_\_

To be completed and submitted with proposal

Pricing Summary

---

**Travel and Disbursement Expenses**

Costs related to travel, meals, long distance telephone calls, courier services, printing, photocopying, postage, out of pocket expenses, etc. are to be included in the pricing quoted herein.

**RFP-11-27 EMPLOYMENT LANDS STUDY – PHASE II**

Provide the overall fee for your services including disbursements:

**Subtotal from page 11**    \$ \_\_\_\_\_

**H.S.T. 13%**    \$ \_\_\_\_\_

**TOTAL**    \$ \_\_\_\_\_

**Note – A more detailed breakdown of the fees for each Section including personnel and hourly rates allocated per activity, using the following forms (pages 11), is required as part of your proposal.**

To be completed and submitted with proposal

**Pricing for Personnel Allocation and Fee Structure**

Indicate the number of hours and hourly rate for each person in the columns provided. If additional services are required in relation to the work but not originally included in the scope, the following hourly rates will apply.

**Prime Consultant**

Name of Person(s) to be Assigned	Title & Role	Hourly Rate	# of Hours Allocated	Extended Value
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
<b>Disbursements:</b>				\$
<b>Sub-Total</b>				\$

**Sub-consultants /Third Party Vendors, If Any**

These sub-consultants and third party vendors are not to be replaced without informing the City beforehand and receiving written approval to do so.

Name of Company and Person(s) to be Assigned	Title & Role	Hourly Rate	# of Hours Allocated	Extended Value
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
<b>Disbursements:</b>				\$
<b>Sub-Total</b>				\$

**Total \$**  
Transfer to page 10

---

## TERMS OF REFERENCE

---

### *Introduction and Background*

---

#### **1.1 Purpose**

The purpose of this assignment is to complete the second phase of the Employment Land Study as directed by Council (July 18, 2011).

#### **1.2 Background**

The Provincial Policy Statement, 2005 (<http://www.mah.gov.on.ca/Asset1421.aspx>) establishes the requirement for municipalities to provide for an appropriate mix and range of employment to meet the municipality's long term needs. To meet this requirement, municipalities must ensure an adequate supply of land suitable for employment uses. Section 1.3.1 b) of the Provincial Policy Statement states: .b) providing opportunities for a diversified economic base, including maintaining a range of choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

In 2010 the City issued an RFP for completion of an employment land review. Metropolitan Knowledge International (MKI) was retained by the City to undertake the study. The study was carried out over a period of 6 months, with a final report to Council in June of 2011 (<http://cms.burlington.ca/AssetFactory.aspx?did=18443>). The Employment Lands study is considered a background study to the City's five-year review of the Official Plan, which will officially commence in 2012.

One of the key deliverables of the Employment Lands Study was to update the City's inventory of vacant employment lands. This was undertaken by the consultants with assistance by city staff. The resulting inventory was mapped, and included as an appendix to the final consultant's report.

Employment forecasts adopted by the Region of Halton allocate future employment growth of 17,574 incremental jobs to the horizon year of 2031. Using methodology mandated by the Province, the MKI study forecasts that the city will require between 175ha to 225 ha to meet this demand. Taking into account a structural vacancy factor of 5% the city has an effective supply of 298 ha of employment land, as inventoried in the study. While the study identifies a numerical 'surplus' of employment land, the consultants also identified certain limitations in the city's supply. In particular, the study notes a shortage of sites larger than 3ha with highway access.

With the employment land inventory complete the City is experiencing pressure to allow conversions of designated employment lands to permit a broader range of uses. To assist City Council in considering these requests and as additional information to the Official Plan Review, the City intends to undertake a second phase employment land review with the objective of developing a policy framework to guide employment land decisions.

### *Qualification Requirements*

---

The successful proponent should have experience in the following areas:

- Employment Lands analysis in the context of the Growth Plan for the Greater Golden Horseshoe

- Interpretation and implementation of senior level plans and policies in order to develop local policy for employment land needs
- Understanding of municipal planning policies and implementation measures

The successful proponent shall have no potential conflicts of interest, e.g. be under retainer to a private client who could be affected by the results of this study.

### ***Scope of Work***

---

## **2.1 Required Results**

### **2.1.1 Draft Report**

A draft report for review by the steering committee prior to the submission of a final report.

### **2.1.2 Final Report**

A final written report which addresses each of the items described under “2.2 Project Breakdown” and includes mapping identifying lands of strategic priority and other lands warranting particular policy treatment. The study should provide a thorough policy discussion and framework approach to allow staff to prepare policy for consideration as part of the Official Plan review. Three hard copies of the report are to be provided, along with a pdf version for reproduction. Maps should be of a scale and quality to allow reproduction in further reports.

### **2.1.3 Presentation (including materials)**

A PowerPoint (or other format) plus presentation materials will be required; to be presented at a meeting of Community Development Committee of Council to present the study findings and respond to questions.

### **2.1.4 Meetings**

Attendance at meetings with the Steering Committee at the following junctures:

- **Study Initiation**, opportunity to settle details regarding the scope of work, confirm the land inventory, and exchange preliminary views and insights
- **Initial Review**, opportunity to identify key findings and proposed directions as prelude to preparing a draft report
- **Draft Report**, opportunity to review the findings of the draft report
- **Final Report**, opportunity to review the findings of the final report and to prepare for the presentation to the Community Development Committee.

## **2.2 Project Breakdown**

The Provincial Policy Statement requires municipalities to maintain a range and choice of suitable sites for employment uses. According to the MKI Employment Lands Study (2011) there are a limited number of sites within the City’s vacant employment land inventory which are 3ha in size and have highway access; site qualities that are necessary to attract manufacturing and warehouse uses. Many of the factors that make the land attractive for these traditional uses also make the land attractive for non-employment uses.

As noted, the MKI study has identified a small surplus of employment lands in terms of total land supply relative to forecasted demand. Further study, leading to policy development, is required.

**This work will include but not be limited to:**

**Completion of a parcel by parcel review of the city’s vacant employment land inventory to assess the characteristics of the parcels relative to the forecasted demand. In the content of the review, the consultant will:**

- 2.2.1** Identify lands that, by virtue of their size, features or location, should be identified as strategic lands intended to be retained exclusively for employment uses in the long term. The consultant is expected to provide recommendations on a policy framework designed to protect these prime locations.
- 2.2.2** Provide criteria for consideration of requests for conversion, or for expansion to the range of permitted uses on employment lands. The criteria should take into account considerations such as locational factors identified in 3.1, and the need to balance preservation of employment lands with other policy objectives of the City in the context of greenfield build-out.
- 2.2.3** Recommend process improvements for consideration of private applications for employment land conversions including recommendations on the types of studies that the City should require in support of such requests.
- 2.2.4** Undertake a review of existing policies governing non-employment uses within the employment lands and propose any changes warranted in support of the City’s employment lands protection objectives. Special attention should be given to ‘sensitive uses’ which may in effect sterilize the adjacent area preventing employment uses from locating nearby.
- 2.2.5** Recommend a policy framework to support intensification of employment lands. Intensification can be achieved by additions and expansions to existing uses and by adding new uses to developed sites with adequate space. The consultant is asked to explore possible approaches the City should take towards employment land intensification and provide a toolbox of associated implementation tools.
- 2.2.6** Review the City’s brownfield policies to ensure alignment with City employment land objectives.

**2.3 TIMELINE**

The project will begin immediately on awarding the contract for services, expected to occur in October 2011. Council requires that the final report and recommendations be presented to the Community Development Committee no later than March 31, 2012.

**PROJECT SCHEDULE**

The following anticipated timing and dates are subject to change:

DESCRIPTION	DATE
RFP Issue	August 26, 2011
Deadline for questions	September 7, 2011
Closing date	September 13, 2011
Evaluation of Proposals	September 15 to 20, 2011
Interviews	September 22 or 23, 2011
Award of Contract	October 3, 2011
Contract Start Date	Within 10 days of award notice

## EVALUATION & AWARD

The evaluation committee may be comprised of City of Burlington staff, and any professional and impartial advisors (if applicable). The Committee will review and evaluate all compliant submissions. In conducting their evaluation, the evaluation committee may consult professional advisors, as they deem appropriate. It is intended that a short-list of three or four high scoring proponents will be developed and that interviews may follow with those firms.

### Evaluation Criteria

Compliant proposals will be evaluated collectively for all sections of the RFP, according to the following evaluation criteria and weighting:

Evaluation Criteria	Points Available
<b>1. Professional Qualifications and Experience</b>	
Description of Firm/Project Team: resources and support services available, and proportionate involvement of senior professionals Organization Chart with roles & responsibilities Experience of key staff <ul style="list-style-type: none"> <li>· Employment Lands Analysis</li> <li>· Planning policy in the context of the Provincial Policy Statement and Places to Grow</li> </ul> Experience in similar assignments for other municipalities Unique Qualifications	35
<b>2. Methodology</b>	
Level of understanding of project requirements How well the proposed methodology meets the scope of work Adherence to time lines Unique approaches to address problem /Potential to add value beyond scope and within budget	25
<b>3. Quality of Submission</b>	
Completeness of submission, organization of the document, quality and clarity of the written submission, quality and clarity of graphic presentation	15
<b>A minimum of 60 points in must be attained in Criteria 1, 2, and 3 (collectively). Any proposal that does not meet or exceed the minimum aggregate score will not be considered further.</b>	
<b>Interview</b>	
Level of input from key staff Presentation skills Quality and clarity of responses to questions	
<b>Financial</b>	0 - 25
<b>Total Points Available</b>	<b>100</b>

---

## Interview

---

The interviews will allow the City to verify the scores which the Evaluation Team has applied to those Proponents being interviewed. The interviewers will ask questions relating to the criteria set out above, and the Proponent's Proposal. Proponents are not permitted to present new information that was not previously included in their Proposal.

Interviews allow the Evaluation Team to consider its prior scoring of the Proposals and adjust any, all, or none of the scores up or down as the Evaluation Team agree in consensus.

---

## Award Process

---

The proposal with the highest overall point score will be recommended for the award.

The City may award this contract in whole or in part depending on budget constraints. Part A will be awarded while subsequent sections may be awarded as budget allows.

Pursuant to a recommendation being approved, the City's Purchasing Services will issue a purchase order to the successful proponent. The Terms of Reference and Conditions of this RFP document will form a part of the purchase order or contract.

---

## PROPOSAL SUBMISSION INSTRUCTIONS / FORMAT

---

THREE (3) copies of Proposal Package are to be submitted **plus** one original version.

The proposal is not to exceed 15 pages. Resumes, standard promotional material, and mandatory pages are not included in this 15 page limit. The proposal is to follow the format outlined herein. Proposals should be presented in a simple, straightforward format.

---

### Mandatory Pages

---

The following mandatory requirements are to be included with your submission. Your proposal will be disqualified if these requirements are not met.

**a. Proposal Authorization Form; page [7](#)**

To be completed and signed by an authorized signing officer of the company.

Must be signed by an authorized signing officer of the company and proposal package must **include a signed original**.

**b. Acknowledgement of Addenda; page [7](#)**

Bidders should acknowledge addenda received by inserting in the space provided on the Proposal Authorization Form, the numbers of all Addendum / Addenda received during the bidding period.

**c. Leadership, Communications, and Time Factors; page [8](#)**

**d. References; page [9](#)**

To be completed in full with a minimum of three references for similar work provided. Include accurate and current contact information, i.e. telephone numbers, fax/email and **email** addresses, description of work performed and approximate value and duration.



e. **Pricing Summary, page [10](#)**

To be completed in full showing all costs associated with this project including HST.

f. **Personnel Allocation and Fee Structure and Sub-contractors/Third Party Vendors; page [11](#)**

Indicate the number of hours and hourly rate for each person in the columns provided. If additional services are required in relation to the work but not originally included in the scope, the following hourly rates will apply.

If a proponent intends to use sub-contractors/third party vendors, the proponent must identify in their proposal the names of the sub-contractors/third party vendors and the portions of the work they will perform. These sub-contractors and third party vendors are not to be replaced without informing the City beforehand and receiving written approval to do so.

**Overview of the firm**

---

The proponent is to provide company background and to demonstrate their understanding and experience as it relates to the scope of services described in this RFP.

**Detailed Work Plan**

---

The proponent is to provide a detailed work plan setting out tasks, hours required to complete each task and anticipated time frames.

**Relative Experience & Qualifications**

---

Specific experience with public entity clients is to be included. Include other resources, including total number of employees, number and location of offices available to support this project.

**Proposed Project Team**

---

Proponents are to provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Proponents are to provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide resumes for each person listed.

**Address and Identification of Submission**

---

Proposals should be delivered in a sealed package, clearly marked as to contents including RFP number, title, and closing date for submission.

Deliver to the following address:

**The Corporation of the City of Burlington**  
**\*390 Brant Street, 3<sup>rd</sup> Floor - Sims Square**  
**Finance Department-Purchasing Reception Counter**  
**Burlington, ON**  
**L7R 4J4**

*\* Not intended as a mailing address.*

---

**Canada Post does not deliver to the Purchasing Reception Counter.**

---

**PROPOSAL ACCEPTANCE**

The City reserves the right to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs or damages incurred by any proponent, including, without limitation, any expenses incurred in the preparation of the submission.

The proponent(s) understand and agree that the City may, if deemed necessary, verify any information provided in any submission. It must be clearly understood that if there is any evidence of misleading or false information having been given, the City may at its sole discretion, reject the submission.

---

**COPYRIGHT**

The copyright for respective purchased concepts and/or materials will become the property of the City of Burlington unless otherwise mutually agreed upon by the successful proponent and the City.

---

**CONSULTANTS AND UNDECLARED PRIVILEGE**

Consultants are often utilized at a preliminary stage in a project. This experience may provide extra insight for them in matters pertaining to the planned subsequent work that will evolve from the preliminary stage.

The legal terminology for this is “undisclosed privilege”. In order to ensure that the subsequent competition after the preliminary state of a consultant involved project is a fair and equal competitive opportunity, the preliminary stage’s consultant may be prohibited from subsequent competition involving the earlier work. This will be addressed in the preliminary stage’s RFP with an option for a particular clause selection, i.e.:

N.B. The successful consultant will be the City’s advisor assisting with this preliminary planning stage and specification development. This role will not provide a competitive advantage with respect to the subsequent related work.

As such, the successful consultant will, be permitted to participate as a proponent to any subsequent bid requests related to this project.

---

**APPENDICES**

**None**

---

**ADDENDA**

If an addendum is issued, it will be provided to all potential bidders who are known to have a copy of this Request for Proposal prior to the closing date. Addenda will be posted on the Bidding website at [www.biddingo.com/burlington](http://www.biddingo.com/burlington)

## STANDARD TERMS AND CONDITIONS

### THE CORPORATION OF THE CITY OF BURLINGTON STANDARD TERMS AND CONDITIONS PERTAINING TO THE PURCHASE OF CONSULTING SERVICES (Revised 11-03-04)

Unless otherwise stated, the following Terms and Conditions form part of all Tender, Proposal and Quotation offers to sell goods and services to the Corporation of the City of Burlington.

#### DEFINITIONS:

1. **“Corporation”** means The Corporation of the City of Burlington.
2. **“City”** means The Corporation of the City of Burlington.
3. **“Tender”** means an offer to supply products and/or services to the Corporation at a stated price of \$100,000.00 or more.
4. **“Request for Proposals”** differ from Request for Quotations and Tender Requests in that no particular specification is supplied.  
Instead, a need is described for supplier recommendations and respective prices are to be submitted. Proposals differ from Tenders in the following ways:
  - Proposals are not opened in public
  - Proposal prices and sources are not disclosed. After the contract award only the name of the successful vendor is disclosed.
  - Proposals may be open to price negotiation
  - Proposals may be valued over or under \$100,000.00
5. **“Quotation”** means any offer to supply products and/or services to the Corporation at a stated price under \$100,000.00. Prices and supplier identities are not disclosed.
6. **“Vendor”** means the person or organization submitting a Tender, Proposal or Quotation including the person or organization submitting the successful Tender, Proposal or Quotation.

#### GENERAL TERMS

##### 1.0. DOCUMENT SUBMISSION

- 1.1. Tenders must be submitted to the Purchasing Reception Counter, Sims Square, 390 Brant Street, 3<sup>rd</sup> Floor, Burlington, Ontario, L7R 4J4 by 2:00 p.m. on the stated date for public opening at 2:15 p.m. local time unless stated differently. Vendors or representatives may be present at the public Tender opening.

The Vendor names and respective total Tender values will be read aloud at a public Tender opening. Tenders will be reviewed by staff after the opening.

Responses other than Tenders should be submitted to the same location as tenders as detailed above. In Non-Tender circumstances only the name of the successful bidder is disclosed subsequent to a purchase order award. All prices and the other Vendor identities are NOT disclosed in Non-Tender circumstances.

- 1.2. A Vendor may withdraw or qualify his bid at any time prior to the official closing time by submitting a letter bearing his signature on his letterhead. In the case of a Tender this will be directed to the Clerk’s Department who will stamp thereon the time and date of receipt. Other bid formats should have communication directed to Purchasing Services.
- 1.3. Telephone Calls or facsimiles are not acceptable. Bid submissions are irrevocable after the official closing time.
- 1.4. Bid submissions must be signed.

## 2.0. THE CITY'S RIGHTS IN RELATION TO BID REQUESTS

The City reserves the right to:

- a) terminate the process described in a Bid Request at any time, including before the closing date, for any reason whatsoever and will not be responsible for any costs incurred by vendors in the preparation and submission of their responses to Bid Requests.
- b) Not to accept any bid and is expressly permitted to reject any or all bids.
- c) To terminate negotiations with a bid proponent at any time.

N.B. The RFP process is designed to allow the City the option to select one or more proponents with whom the City may attempt to negotiate an arrangement responsive to the City's needs. Selection as a proponent with whom the City will negotiate does not guarantee that the City will conclude an arrangement with the proponent. The City expressly reserves the right to terminate the bid process before a proponent is selected, to terminate negotiations with the selected proponent(s) or to determine that the City's needs can be met, or have been met, in a different manner.

## 3.0. SECURITIES

Where required the Vendor will provide the Corporation with a valid bid, performance, and labour and material payment bond. This will be issued by a Canadian Surety Company acceptable to the Corporation in its sole discretion. Alternatively, an irrevocable letter of credit from a Canadian chartered bank in the Corporation's format and in accordance with the Corporation's requirements may be supplied. A certified cheque is also acceptable.

## 4.0. CURRENCY

All references to dollar amounts will be Canadian funds unless otherwise specified.

## 5.0. PRICE AND SOURCE DISCLOSURE

- 5.1. Tenders are for purchase values of \$100,000 or more. The names of the proponents and the total Tender prices are read aloud at a public opening.
- 5.2. In Non-Tender situations only the successful Vendor's name will be disclosed after the award. All prices and the names of other bid process participants will be confidential and not revealed. Non-Tender situations include RFPs, Formal Written Quotation Requests, Verbal Quotation Requests and purchase by Negotiation. This policy is supported by the Municipal Freedom of Information and Protection of Privacy Act.
- 5.3. For Non-Tender situations as noted above in 5.2 an exception will be made if a City councillor becomes a participant in the competition. In this circumstance an addendum will be sent to all of the competitors before the bid submission closing date advising that a Councillor is now a participant. Consequently, prices and sources will be disclosed following the award of a contract whether the councillor is successful or not. Proponents may withdraw, replace or allow their non-tender submission to remain "as is" if already submitted.

## 6.0. PRICE DISCREPANCIES

If the extended value, based upon the estimated quantity, is inconsistent with the unit price, the unit price shall prevail, and the total price will be corrected accordingly.

## 7.0. AWARD

- 7.1. The lowest or any other bid will not necessarily be accepted
- 7.2. The evaluation of bids is not based solely on price, but will take into consideration other factors such as quality of previous work, ability to meet construction schedules on previous work, co-operation with the Corporation or other persons on previous jobs, experience, references, senior staff to be used, equipment, plant facilities, sub-contractors, provisions of securities, etc. as detailed in the specific bid request document and will take into consideration the best value for the Corporation.
- 7.3. The City reserves the right to accept or reject all or any part of a submission contingent upon the terms of the specific bid/proposal request.

**8.0. ACCESSIBILITY**

Pursuant to the Ontarians with Disabilities Act, 2001, S.O. 2001, c32, as amended, in deciding to purchase goods or services, the City will have regard for persons with disability. The City is committed to accessibility principles and is taking steps to improve accessibility in accordance with the Act.

**9.0. COLLUSION**

The Vendor declares that the bid response is NOT made in conspiracy with any other Vendor bidding for the same products/services and is without collusion or fraud.

**10.0. COPYRIGHT**

The copyright for respective purchased concepts and/or materials will become the property of the City of Burlington unless otherwise mutually agreed upon by the successful proponent and the City.

**11.0. CONFLICT OF INTEREST**

The Vendor insures that advance disclosure before accepting a purchase award will be made if a member of City Council or staff has a conflict of interest or a financial interest related to the purchase order/contract.

**12.0. VENDOR RESPONSIBILITIES**

**12.1.** It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, **sublet** or otherwise dispose of the Tender, Proposal, Quotation or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the Corporation.

**12.2.** Acceptance of a purchase order issued by the Corporation for a bid or any part of a bid shall constitute a **contract** between the Corporation and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

**12.3.** If requested by the Corporation, the Vendor shall execute a written contract, as an appendix to, and further detailing of, the purchase order.

**13.0. CONTRACT AND VENDOR REQUIREMENTS**

The vendor hereby covenants and agrees that if their Tender, Proposal or Quotation or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded,
- b) Shall **furnish adequate protection** from damage for all work and to repair damage of any kind for which the Vendor is responsible, to the premises or equipment, to his own work or the work of other contractors,
- c) Shall **pay for all permits, licences, fees and inspections** and shall give all notices and comply with all by-laws and regulations of the Corporation and Regional Government,
- d) Shall comply with all **statutes and regulations of Canada and Ontario** applicable to the work and persons employed on or in connection with the work. (The Corporation and Vendor agree that the sale offer, a subsequent purchase order and any schedules attached shall be governed by and construed according to the laws of the Province of Ontario where the Corporation is located and the courts of such Province of Ontario shall have sole jurisdiction. The Vendor agrees to and attorns to the jurisdiction of the Province of Ontario including all executions and processes issued therefrom.),
- e) Shall address and be subject to Withholding Tax, if applicable, i.e.
  - i. Payments to non-resident Vendors will be subject to the required **Withholding Tax** from payment for any services rendered in Canada as required by the Canadian Income Tax Act.,
  - ii. Collection of the **Withholding Tax** by the City may be waived or reduced upon written confirmation by Revenue Canada,

- f) Shall use due care that no person is injured and that no property is damaged in the performance of the work. The successful Vendor shall further indemnify the Corporation from all claims that may result from this work. Proof of such indemnification will be required prior to commencement of work. (**Certificate of Insurance**) (see below),
- g) Shall covenant and agree to maintain during this agreement, at the Vendor's own expense, **public liability, property damage and comprehensive liability insurance** coverage satisfactory to the Corporation, in the amount of **not less than \$2,000,000.00 (two million dollars) per incident** and the policy to include the Corporation as an additional insured. This insurance shall include protection against claims that might be brought against the Corporation by any employee of the Vendor and also protective coverage for all sub-contracted operations. A certified copy of the policy of insurance is to be forwarded to the Corporation. This policy of insurance shall not be cancelled without giving the principal thirty (30) days notice of intention to cancel such policy of insurance.,
- h) Shall pay compensation to the Corporation for time spent to prepare for, and attend, any hearings and for all **legal fees** concerning any suits or legal action taken against the Vendor, contractors, etc., not directly involving the Corporation.
- i) Shall not, except with the consent of the Corporation in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the Corporation be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- j) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,
- k) Shall comply with all requirements of the **Workplace Safety Insurance Board**, and its regulations as amended. The Vendor/contractor shall supply a **Workplace Safety Insurance Board Clearance Certificate** before commencing work, and one after work is completed.
- l) Shall, where work is performed on City property or on behalf of the City, comply with the **Occupational Health and Safety Act** and its regulations, as amended, and applicable Industry Standards for the work and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the work being performed, whether employed by the Vendor, the City or a third party. The successful Vendor shall indemnify and save harmless the Corporation, its officers, employees, servants and agents from any liability incurred as a result of the Vendor's negligence or any latent or obvious violation of the Occupational Health and Safety Act.,

#### 14.0. DELIVERY DEFAULT / NON-COMPLIANCE / LACK OF FULFILMENT

- 14.1. Default of delivery or non-compliance with the Tender, Proposal, Quotation Request or Contract will make the Vendor responsible for any increased cost. Compensation will be the City's choice of cash or certified cheque payable to the Corporation to obtain proper commodities or services in the open market.

Consequences can include exclusion from City bidding opportunities for up to 3 years.

- 14.2. If the bid is withdrawn after the closing date and before the validity term expires, the Vendor shall forfeit any deposit/bid bond and shall continue to be liable to the City for any damages beyond the deposit/bond amount. The City may advertise for new Tenders, Proposals or Quotations in this event.

#### 15.0. UNSATISFACTORY PERFORMANCE

The Corporation reserves the right to cancel any order or contract at no cost to the Corporation if services are unsatisfactory.

**16.0. CONTRACT CANCELLATION**

The City may terminate a subsequent contract with thirty (30) days written notice. Such termination will be without penalty, damages or liability to the City.

**17.0. VENDOR PROFILE**

A Vendor must be prepared, if requested, to present evidence of experience, ability, service facilities and financial status necessary to satisfactorily meet the requirements set forth or implied in the Tender, Proposal or Quotation Request. With this concern the City may request a credit report and/or a current bank history report for the company, or person, submitting a bid.

**18.0. CONSTRUCTION LIEN ACT**

**18.1** The successful Vendor shall comply with the provisions of the Construction Lien Act, as may be amended, and supply any proof of compliance with the Act as required by the Corporation. The Vendor shall fully relieve and indemnify the City from any and all liability or expenses in respect to any claim, e.g. a lien, liability, etc. The City shall not in any case be liable to any greater extent than the amount owing by it to the Vendor pursuant to the contract.

**18.2.** Holdback Improvements to City lands or buildings valued at more than \$10,000 will have a 10%\* payment hold back in effect for 45 days. This will be released upon confirmation that no liens related to the work have been registered against the City.

\* Construction contracts may have an additional 1% or 2% holdback applicable for a warranty or maintenance period. This will be described in the specific bid invitation document. Further, we reserve the option to utilise discretion for work valued between \$5,000 and \$10,000 in relation to applying a 10% payment holdback for 45 days.

**19.0. INVOICE REQUIREMENTS**

All invoices are to be sent to the shipping address, or:

The Corporation of the City of Burlington

**Department of Finance/Accounts Payable**

P.O. Box 5013, Burlington, Ontario, L7R 3Z6

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

**Include the purchase order number on each invoice. (Invoices will be returned if this information is omitted.)**

**20.0. PAYMENT TERMS**

Net 30 days after receipt of invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated/implied without written approval. Payment may be delayed if the goods/services are not acceptable to the Corporation.

Standard Terms and Conditions: 2004 Consulting T & C